

WARRANTY

1) PURPOSE OF THE WARRANTY

This warranty (hereafter the "Warranty") relates to the supply, by <<<<VENDITORE>>> (hereafter the "Vendor") to the client (hereafter the "Beneficiary"), of **liquid-painted aluminium** (hereafter the "Products"), to be used for the facing or external protection of buildings.

The Vendor declares that the characteristics of the Products comply with standards ISO 2360, ISO 1519, ISO 2409, ISO 3769, ISO 9227, EN 1396, EN 485, EN 515 and EN 573:3, in force at the time of delivering said Products.

The Vendor guarantees the Beneficiary, at the conditions and within the limits of this Warranty and its Schedules, that:

- the supporting metal shall not perforate due to oxidation,
- the paint film shall not detach,
- the aesthetic appearance shall be maintained (after being cleaned with water); this involves:

- a) uniform aging of the dye on a single facade subject to even exposure.
- b) colour and shine differences, within the limits and at the conditions set out in Schedule B.
- c) uniformity and aesthetic faults taken into account when visible at a distance of 5m externally and 3m internally.

2) WARRANTY DURATION

This Warranty comes into effect on the date of dispatching the Products or, in the absence thereof, on the date when same are made available to the Beneficiary. The Warranty may in no case exceed the durations specified in the schedule, which forms an integral and substantial part of this Warranty.

3) WARRANTY FIELD OF APPLICATION

This Warranty shall be applied in the event of the Vendor regarding the Products defective on over 5% of the total surface of the external protection and/or facing.

In this case, unless it should take on all other losses or damages – whether direct or indirect, material or immaterial – incurred by the Beneficiary or third parties, the Vendor may choose to:

- 1) Replace or refund the Beneficiary for the faulty Products;
- 2) Repaint the faulty Product surfaces, bearing the cost for supplying and applying the new paint.

The replacement and/or reimbursement and/or repainting of the Products shall not imply any right to extend the initial Warranty, and shall be limited to the damaged areas.

Any differences in appearance with undamaged areas cannot form the basis for any indemnification of any kind.

Unless there exists a more favourable imperative local law, the Vendor's responsibility shall be limited to the net invoiced value of the faulty Products (excluding transport and storage expenses), within the following limits and proportions:

LENGTH OF TIME THE WARRANTY HAS BEEN IN EFFECT	<u>P</u> : <<VENDITORE>> contribution <u>G</u> : total Warranty duration <u>R</u> : n. of Warranty years remaining
From 0 to 5 years	$P = 100\%$
> 5 years	$P = \frac{R}{G - 5} \times 100$

4) WARRANTY CONDITIONS

The Beneficiary shall apply all due diligence in defining, executing and controlling the forwarding, storage, handling and installation of the Products.

This Warranty is subject to the Beneficiary observing the following conditions:

4.1 TRANSPORTATION, STORAGE AND HANDLING OF THE PRODUCTS:

The transportation, storage and handling of the products must be conducted under the control and responsibility of the Beneficiary, and must, in all cases, be conducted properly, in compliance with all in force regulations (standards, technical opinions, professional rules and Vendor documentation, in particular the provisions of technical data sheets, sale confirmations/contracts), and especially in such a way as to ensure the perfect integrity of the Products.

The Beneficiary, and/or any other person designated by same, must implement all the measures required to prevent any damage occurring, in particular to the paint film, during or due to these operations.

The storage of Products at the Beneficiary plant or on the building site (not outdoors) must not exceed 3 (three) months from the time of their delivery.

4.2 INSTALLATION OF THE PRODUCTS:

The Beneficiary, and/or any other person designated by same, must install the Products properly, in compliance with all in force regulations (standards, technical opinions, professional rules and Vendor documentation, in particular the provisions of technical data sheets, sale confirmations/contracts), and especially in such a way as to ensure the perfect integrity of the Products.

All protective films applied to the Products must be removed within 2 (two) months of applying same, and immediately following the installation of the Products, unless otherwise specified by the Vendor.

The Beneficiary and/or third person designated by same must implement all the measures required to prevent the paint film from deteriorating as a result of cuts, shearing, perforations and any mounting or processing operations carried out onsite.

The planning and execution of the works, as well as any further modifications to same, must not result in:

- bends that may cause water retention or the accumulation of any form of detritus
- assembling the Products unsuitably, using incompatible material,
- employing the Products for unsuitable uses.

4.3 MAINTENANCE OF THE PRODUCTS:

The pre-painted surfaces must be washed naturally, to avoid any incrustations that may compromise their hold (dust deposits, etc.).

Surfaces not washed naturally must undergo regular maintenance as follows:

- Cleaning conducted at least once a year, without using abrasive or aggressive products; the Beneficiary must provide proof thereof;
- The systematic and immediate treatment of those areas that may begin to show early signs of corrosion, due to various causes.

The Beneficiary must check the state of the facing every year and conduct proper preventive maintenance in compliance with in force regulations; furthermore, where necessary, the Beneficiary must ensure these recommendations are passed on to its own customers.

5) WARRANTY EXCLUSIONS

5.1) This Warranty does not cover damage due to:

- the transportation, storage, handling, installation and/or maintenance of the Products – by the Beneficiary, and/or third parties who have participated either totally or partially in the execution of these operations – conducted in default of:
 - the provisions of article 4 above,
 - in force regulations (standards, technical opinions, professional rules and Vendor documentation, in particular the provisions of technical data sheets, sale confirmations/contracts).
- actions carried out by the Beneficiary, or third parties designated by same, such as cuts, shearing and perforations, or corrosion of the facing due to the presence of metal particles deriving from these operations.
- the assembly of the pre-painted Products, carried out by the Beneficiary, or third parties designated by same, using materials that generate a difference of electric potential.
- external factors, such as pollution, fire, smoke or accidental vapours, that should result in corrosive fumes, or factors due to force majeure, and, in general, any factor external to the Vendor's construction process.

Furthermore, no cover is envisaged in the following cases:

- if the material is stocked on the seawater's edge, and hence subject to seawater sprays (see the definition of marine atmosphere in Schedule C attached),
- if the material is subjected, either continuously or intermittently:
 - a) to an environment with a high content of aggressive or corrosive chemical compounds that may attack the pre-painted metal either through condensation or wetness (e.g. fume residues containing sulphureous vapours, acid or basic residues of certain factories, etc.);
 - b) to high and irregularly concentrated surface temperatures;
 - c) to other particular conditions, such as pollution, sand storms, or uses outside the scope of the Warranty.

5.2) Furthermore, the Warranty shall cease to be effective if the type of environment or the conditions of exposure and use should worsen compared to the fields of application specified in the tables outlined in Schedule A attached.

6) APPLICATION OF THE WARRANTY

Any request to apply this Warranty may be lodged, by registered letter with advice of receipt, only after full payment of the amount invoiced by the Vendor is made; furthermore, the request may only be made once the damage reaches 5% of the total external surface of the external protection

and/or facing, and, in any case, before the damaged areas exceed 10% of said surface, on penalty of the forfeiture of said Warranty.

Said letter, accompanied by the relevant invoice and the Warranty certificate, when this has been issued to the Beneficiary, must be addressed to the Vendor.

6) SPECIAL PROVISIONS

Unless there exist complementary warranties granted in writing by the Vendor in a separate document, this Warranty is limited to those guarantees stipulated in this document.

7) COMPETENT COURT OF JUSTICE AND APPLICABLE LEGISLATION

This WARRANTY is governed by Italian legislation, and the parties submit to the exclusive jurisdiction of the Bergamo Court of Justice (Italy) with regard to any dispute that may arise concerning same.

Any issue not covered and/or not expressly envisaged by this Warranty shall be governed by the Italian Civil Code.

In accordance with and for the purposes of article 1341, paragraph 1, of the Italian Civil Code, the CLIENT declares that it has carefully read and accepts the text of the above Warranty:

DATE:..... THE CLIENT:.....

The CLIENT also declares that, in accordance with and for the purposes of the combined provisions of articles 1341, paragraph 2, and 1342, paragraph 2, of the Italian Civil Code, it approves and expressly confirms the clauses as per the following articles of this Warranty:

.....

DATE:.....THE CLIENT:.....

SCHEDULE A:

WORKABILITY CHARACTERISTICS

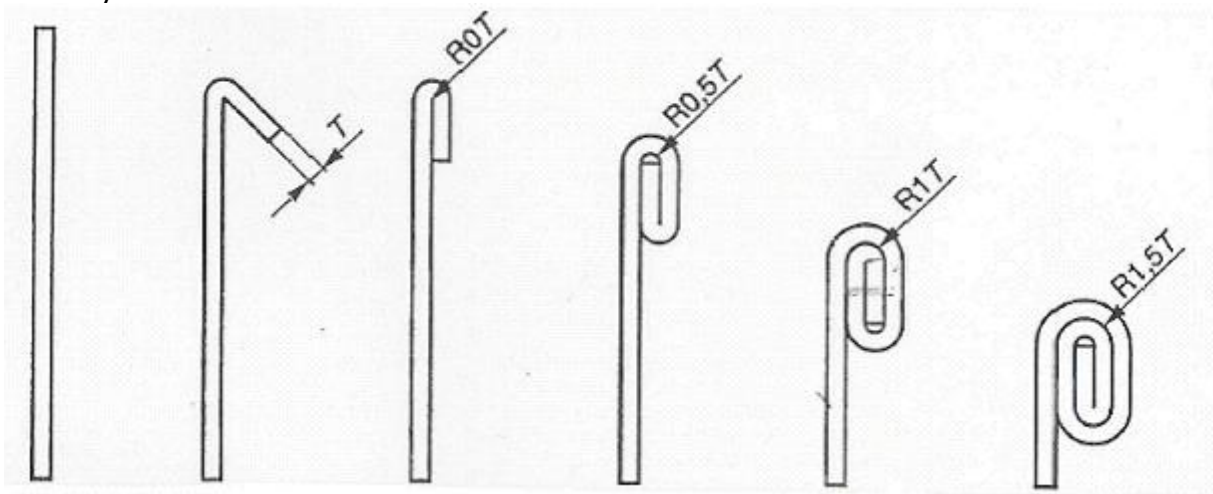
Extract of Standard UNI EN ISO 1396

The coating flexibility is assessed by submitting the material to a bending test.

The bending test may be carried out vertically or horizontally, unless otherwise agreed.

- The sample to be tested is bent (at around 1 cm from the tip) to approximately 100°;
- The bent sample is then tightened using a vice or a hydraulic press, until the two surfaces come into contact. This corresponds to bending level "0 T";
- If necessary, this operation is repeated until the product's guaranteed radius of curvature is achieved.

In case of dispute, the test must be conducted at a temperature of $23^{\circ}\text{C}\pm 2$ and with a relative humidity of $50\%\pm 5$.



The measured bending radius depends on the selected metal support, the state of the metal, the thickness, and the coating material. Consequently, any time a limit value is required, this must be agreed by both the producer and the client, and must be specified in the order.

<<<VENDITORE>>> product guarantees:

Liquid-painted material: (temper H42-H111)

Alloy	Thickness (mm)	Paint type	Bending guarantee
5000 family	From 1.90 to 3.00	pvdF	2 T
3005 h41	0.70	PvdF	0 T
3105	From 0.25 to 1.40	Pe-pu-pmd- pvdF	1 T
3105	From 1.50 to 3.00	Pe-pu-pmd- pvdF	1.5 T
5000 family	From 0.25 to 1.80	Pe-pu-pmd- pvdF	1.5 T
5000 family	From 1.90 to 3.00	Pe-pu-pmd	2 T

These guarantees are not envisaged for physical states H44, H46 and H48.

SCHEDULE B:

COLOUR VARIATIONS AFTER EXPOSURE TESTS CARRIED OUT IN FLORIDA AND ACCELERATED AGING TESTS

RAL	Δ E	RAL	Δ E	RAL	Δ E	RAL	Δ E	RAL	E	RAL	Δ E	RAL	Δ E	RAL	Δ E	RAL	Δ E
1000	3.0	2000	6.0	3000	6.0	4001	4.0	5000	4.0	6000	5.0	7000	4.0	8000	4.0	9001	2.0
1001	3.0	2001	8.0	<u>3002</u>	6.0	4002	4.0	5001	4.0	6001	5.0	7001	3.0	8001	4.0	9002	2.0
1002	3.0	2002	8.0	<u>3003</u>	4.0	4003	8.0	5002	4.0	<u>6002</u>	5.0	7002	4.0	8003	4.0	<u>9003</u>	2.0
<u>1003</u>	2.0	2003	6.0	3004	4.0	4004	5.0	5003	5.0	6003	5.0	7003	4.0	8004	4.0	9005	5.0
1004	6.0	2004	8.0	<u>3005</u>	4.0	<u>4005</u>	4.0	5004	5.0	6004	5.0	<u>7004</u>	4.0	8007	4.0	<u>9006</u>	2.0
1005	6.0	2008	6.0	3007	4.0	4007	5.0	5007	4.0	<u>6005</u>	3.0	7005	4.0	8008	4.0	<u>9007</u>	2.0
1006	6.0	<u>2009</u>	4.0	<u>3009</u>	4.0	4009	4.0	5008	5.0	6006	4.0	7006	4.0	8011	4.0	<u>9010</u>	2.0
<u>1007</u>	6.0			3011	6.0			5009	4.0	6007	4.0	7008	4.0	8012	4.0	9011	5.0
1011	3.0			3012	8.0			<u>5010</u>	4.0	6008	5.0	7009	4.0	<u>8014</u>	4.0	<u>9016</u>	2.0
<u>1012</u>	3.0			3013	6.0			5011	5.0	6009	4.0	7010	4.0	8015	4.0	9018	2.0
<u>1013</u>	2.0			3014	4.0			5012	4.0	<u>6010</u>	5.0	7011	4.0	8016	4.0		
1014	3.0			3015	3.0			5013	5.0	<u>6011</u>	4.0	7012	4.0	<u>8017</u>	4.0		
<u>1015</u>	2.0			<u>3016</u>	5.0			<u>5014</u>	4.0	6012	4.0	7013	4.0	8019	3.0		
1016	6.0			3017	8.0			<u>5015</u>	3.0	<u>6013</u>	3.0	7015	4.0	8022	5.0		
1017	3.0			3018	8.0			<u>5017</u>	5.0	<u>6014</u>	4.0	<u>7016</u>	3.0	8024	4.0		
1018	6.0			<u>3020</u>	4.0			5018	5.0	6015	4.0	7021	4.0	8025	4.0		
1019	3.0			3022	8.0			5019	4.0	<u>6016</u>	5.0	7022	4.0	<u>8028</u>	3.0		
<u>1020</u>	6.0			3027	6.0			5020	5.0	<u>6017</u>	5.0	7023	3.0	<u>8070</u>	4.0		
1021	6.0							5021	4.0	6018	4.0	7024	4.0				
1023	3.0							5022	5.0	6019	2.0	7026	4.0				
1027	3.0							<u>5023</u>	4.0	<u>6020</u>	2.0	7030	2.0				
<u>1028</u>	8.0									6021	4.0	7031	4.0				
1032	6.0									<u>6024</u>	3.0	<u>7032</u>	2.0				
<u>1038</u>	2.0									6025	5.0	7033	3.0				
										<u>6026</u>	5.0	7034	3.0				
										6027	2.0	<u>7035</u>	2.0				
										6028	5.0	7036	3.0				
										6029	5.0	7037	3.0				
										<u>6033</u>	2.0	<u>7038</u>	2.0				
										<u>6034</u>	2.0	<u>7039</u>	4.0				
												<u>7040</u>	3.0				
												<u>7043</u>	3.0				
												<u>7044</u>	2.0				

The underlined colours were tested in Florida

If the colour required is not specified in the above table, consider the closest RAL value either by colorimetric or visual assessment.

SCHEDULE C

DURATION AND GUARANTEE:

LIQUID

- polyester alloy standard: 5 years,
- pu-pa alloy standard: 10 years,
- pvdf alloy standard: 10 years,
- pvdf special alloy (5754): 20 years

The guarantees come only released after the verification of the field and place of application.

DEFINITION OF EXTERNAL ENVIRONMENTS

I/ ALTITUDES BELOW OR EQUAL TO 900 METRES

- Unpolluted rural atmosphere

Environment of building exteriors located in rural areas, not subject to specific pollution from – in particular – fume residues containing sulphureous vapours (oil heating).

- Normal urban or industrial atmosphere

Environment of building exteriors located in conglomerations and/or in industrial areas comprising one or more factories that produce gases and fumes such as to generate a significant increase in pollution, without being the source of corrosion linked with a high content of chemical compounds.

- Severe urban or industrial atmosphere

Environment of building exteriors located in conglomerations and/or in industrial areas with a high content of chemical compounds, resulting in continuous or intermittent corrosion (industrial areas comprising, in particular, refineries, incinerators, distilleries, cement works or paper factories).

- Marine atmosphere

- a) Environment of building exteriors located between 3 km and 20 km from the coast;
- b) Seafront: exterior of buildings located between 1 and 3 km from the coast, without exposure to direct seawater sprays (on the seawater's edge);
- c) On the seawater's edge:
 - Area where the seawater sprays partially onto buildings made either totally or partially with the Products;
 - Area where the seawater sprays directly onto buildings made either totally or partially with the Products;
- d) Combined atmosphere: environments that combine a seafront atmosphere and a normal or severe urban or industrial atmosphere.

II/ ALTITUDES ABOVE 900 METRES AND SPECIAL ATMOSPHERES

- High-UV Special Atmosphere

Environment of buildings subjected to high UV radiation (environment of building exteriors located, in particular, in cities at an altitude above 900 metres or in Overseas Departments/Territories between the 37th parallel north and the 37th parallel south);

- Particular Special Atmosphere

Environments where the severity of the exposures described in paragraphs I/ and II/ above is increased by certain effects, such as – in particular - abrasion, high temperatures, high hygrometry levels, considerable dust deposits, seawater sprays, use of aggressive chemical compounds, etc.

SCHEDULE D

ENVIRONMENTAL QUESTIONNAIRE

This questionnaire must be filled in by the Customer and returned to Supplier's Sales Office for this Warranty to come into effect.
Only the Questionnaire fully and duly filled in and signed by the Customer will be accepted.

1. CUSTOMER'S DATA

TRADE NAME:

.....
.....

KIND OF BUSINESS:

.....
.....

DATA:

•Address

.....
.....
.....

•Telephone

.....
.....

Fax

.....
.....

Email address

.....
.....

CONTACT PERSON:

.....
.....

SUPPLY TECHNICAL SPECIFICATIONS:

- Aluminium alloy and temper.....
- Coating thickness/ type.....
- Colour and gloss.....
- Amount and dimension.....
- Requested warranty:

- 5 years
- 10 years
- 20 years
- other.....

Delivery date.....

2. CHARACTERISTICS OF THE BUILDING

PROCESS (ES)

- New building construction YES/NO
- Extension of an existing building YES/NO
- Extension of an existing building originally built using material supplied by the Vendor YES/NO (in this case, specify the relevant order details: date, order number, delivered quality and delivered quantity)

BUILDING USE

Building

- Residential
- Industrial
- Agricultural
- Other (please specify)

·Activity

- Precise kind of activity for which the building has to be used
- Presence and/or use and/or storage of chemical products
- Presence and/or use and/or storage of fermenting products
- Presence of animals inside the building

Emission of gases, vapours and fumes

- Type of heating (oil, etc.)
- Means for evaluation of and fumes (extractor fan, chimney, natural ventilation, forced ventilation, other)

USE OF THE PRODUCTS ORDERED BY THE CLIENT

ROOFING

- Product name
- Thickness
- Coating Type
- Inclination

·FACADE/ WALL CLADDING

- Product name
- Thickness
- Coating type
- Surface

3. BUILDING ENVIRONMENT

GEOGRAPHICAL LOCATION OF THE BUILDING

Building site

- Trade name of the builder/construction supervisor
- Data:
 - Site address
 - Telephone
 - Fax
 - Email address
 - Contact site manager

The building is located

- In a rural area
- Near a building/buildings in which animals are kept (specify the distance)
- Near a building/buildings in which fermenting products are stored (specify the distance)

- o Near generators of oil heating fumes (specify the distance)
- o Near conglomerations and/or an industrial area comprising one or more factories that produce gases and/ fumes and/or vapours (specify the distance and the type of gas, fume or vapour)
- o Near conglomerations and/or an industrial area comprising, in particular, refineries, incinerators, distilleries, cement works, paper factories or laboratories (specify the distance)
- o Near the seafront (building exterior located less than 3 km from the coast and not at risk of being sprayed directly by seawater)
- o Near the seawater's edge (building exterior located less than 3 km and at risk of being partially or temporarily sprayed by seawater and/or subject to the direct effect of seawater sprays on the building)
- o In a marine environment (building exterior located between 3 and 20 km from the coast)
- o In a combined environment (that combines a seafront atmosphere and a normal or severe urban or industrial atmosphere)

ALTITUDE

- Above 900 metres
- Below 900 metres

SUN EXPOSURE

- High
- Average
- Low

RAINFALL FREQUENCY

- High
- Average
- Low

SNOWFALL FREQUENCY

- High
- Average
- Low

4. OTHER MATERIALS USED

- Use of the Product for Roofing and /or Facade with other products YES/NO
- Use of other materials such as concrete or other building materials (specify the type of material and the surface covered)

5. ADDITIONAL INFORMATION/COMMENTS

.....

Site, **Date**.....

CUSTOMER STAMP AND SIGNATURE